

UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH DAKOTA  
CENTRAL DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

DAVID HUMP, and KAREN HUMP,  
Individually, and d/b/a BEAR COAT  
BISON, f/k/a Bear Coat Bison LLC,

Defendants.

CIV. 19- 3020

**COMPLAINT**

The United States of America, by and through its undersigned attorneys, and on behalf of the United States Department of the Interior (DOI), Office of Indian Energy and Economic Development (OIEED), Division of Capital Investment (DCI), hereby states and alleges as follows:

**JURISDICTION & VENUE**

1. This Court has jurisdiction under 28 U.S.C. § 1345 because the United States is the Plaintiff and seeks to secure payment on its promissory note and to foreclose its mortgage securing a loan made pursuant to the provisions of 25 U.S.C. § 1481 et seq., 1511 et seq., and 25 CFR Part 103, and the issuance of an order of sale under 28 U.S.C. § 2001, free of any homestead exemption and redemption period.

2. Defendants, David Hump and Karen Hump (Borrowers), maintain a residence in Ziebach County, South Dakota. Upon information and belief, David

Hump is an enrolled member of the Cheyenne River Sioux Tribe (CRST), a federally recognized tribe under the Indian Reorganization Act. 25 U.S.C. § 479a-1; see also, 67 F.R. 64328. Karen Hump, a non-Indian is married to David Hump. No claim is made against anyone other than Borrowers and their business.

3. In 2003, Bear Coat Bison, LLC, registered with the South Dakota Secretary of State. Karen Hump was listed as the registered agent. On November 9, 2007, a Certificate of Administrative Dissolution was filed by the Secretary of State.

4. The real property collateral that is the subject of this foreclosure action is Indian land<sup>1</sup> located in Ziebach County, South Dakota, within the boundaries of the Cheyenne River Sioux Reservation.

#### **CLAIM FOR JUDGMENT AND FORECLOSURE**

5. Sometime in 1994, Borrowers became farm loan customers of the Farmers State Bank (Bank) of Faith, South Dakota. Their promissory notes to the Bank were cross-collateralized and Borrowers executed real estate mortgages and security agreements in livestock, machinery, and equipment.

---

<sup>1</sup>Indian land is an inclusive term describing all lands held in trust by the United States for individual Indians subject to federal restrictions against alienation or encumbrance. 25 C.F.R. § 150.2(h). Any individual Indian owner of trust lands, may with the approval of DOI execute a mortgage and such land shall be subject to foreclosure pursuant to the terms of the mortgage. For the purpose of foreclosure proceedings, the Indian owner shall be regarded as vested with unrestricted fee simple title to the lands. 25 U.S.C. § 5135; 25 C.F.R. § 152.34.

6. By January 2004, Borrowers applied for additional loans from the Bank. The purpose of the loans was to acquire interests in Indian land, including undivided (fractional) surface interests and mineral rights which would be exchanged for Indian land held in severalty closer to Borrowers' home.

7. The Bank approved the loan application and sought loan guarantees from the DOI pursuant to the Indian Loan Guarantee, Insurance and Interest Subsidy Program, 25, U.S.C. §§ 1481 et seq., 1511 et seq, and 25 C.F.R. Part 103. On or about February 4, 2004, the DOI issued the loan guarantees.

8. On February 11, 2004, the Bank consolidated Borrowers' earlier notes and closed three loans. Those notes were cross-collateralized. In addition to the earlier real estate mortgages, Borrowers executed security agreements in livestock, machinery and equipment, and a new mortgage to the land they intended to purchase.<sup>2</sup>

9. As interests in Indian land came up for sale, the Bank's loan proceeds were used to purchase those interests and they were placed in trust for David Hump. Some of the undivided interests which were purchased were eventually exchanged for full ownership interests closer to Borrowers' home.

10. On October 14, 2005, Borrowers filed a Chapter 12 Bankruptcy. *See, In Re: David Hump and Karen Hump*, South Dakota Bankr. No. 05-30175.

---

<sup>2</sup> The parties intended that the Bank would have a mortgage on all interests in real property purchased with loan funds, including the Indian land that was to be acquired, but the Mortgage was not approved by DOI or recorded.

11. On November 30, 2005, the Bank filed a proof of claim in the amount of \$1,411,362.45. Claim No. 7; Bankr. No. 05-30175.

12. The Bank submitted a claim of loss to DOI pursuant to the Loan Guarantee. On January 30, 2007, the claim of loss was paid and the Bank assigned their loans to the United States. *Id.*

13. By Order dated September 25, 2007; Borrowers' Chapter 12 Plan of Reorganization was confirmed. Doc 155-156, Bankr. No. 05-30175.

14. On May 29, 2008, Borrowers made, executed, and delivered a Commitment Order and a \$1,000,000 Promissory Note, in favor of the United States, with six percent (6%) interest accruing per annum on \$874,250 amortized over 27 years, payable annually until paid in full, and a balloon payment of \$125,750 (without interest accrual) by 2034. True and correct copies of the Commitment Order and Promissory Note are attached as Exhibit 1.

15. On February 10, 2011, Borrowers' bankruptcy was dismissed for failure to make payments. Doc 188-189, Bankr. No. 05-30175.

16. The last partial payment on the debt owed to DOI was made on December 30, 2014, in the amount of \$26,000.

17. Borrowers are in default of the terms of the 2008 Promissory Note because they have failed to make timely payments when due.

18. Because of Borrowers' default, Borrowers were notified that the debt had been accelerated and due immediately. True and correct copies of the acceleration notices are attached as Exhibit 2.

19. A Certificate of Indebtedness, attached as Exhibit 3, indicates that the following amounts are currently due and owing upon the Note:

Principal:	\$ 874,250.00
Accrued Interest:	\$ 337,532.16
Total Amount Due:	\$ 1,211,782.16

20. On May 29, 2008, as security for the Promissory Note, Borrowers executed and delivered a real estate mortgage in favor of the United States to 1740.67 acres in Ziebach County, South Dakota. A true and correct copy of the Mortgage is attached as Exhibit 4.

21. The Mortgage was approved by DOI on May 29, 2008, and filed with the Great Plains Regional Office Land Titles & Records Office on July 22, 2008. The Mortgage was filed with the Ziebach County, South Dakota, Register of Deeds on July 16, 2008, Book 30 of Mortgages on pages 80-81. Exhibit 4.

22. Indian land described in the Mortgage is as follows:

TRACT ID	LEGAL DESCRIPTION	ACRES
X596A	SW $\frac{1}{4}$ Sec 4, T9N, R18E	160.0
X297-A	SE $\frac{1}{4}$ Sec 5, T9N, R18E	160.0
X1727A	S $\frac{1}{2}$ NE $\frac{1}{4}$ , Lot 1, Lot 2, Sec 5, T9N, R18E	160.22
1292	S $\frac{1}{4}$ , Sec 6, T9N, R18E	160.0
X1881	SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Lot 2, Sec 6, T9N, R18E	80.12
X1881-A	SE $\frac{1}{4}$ NE $\frac{1}{4}$ , Lot 1, Sec 6, T9N, R18E	80.18
X1882A	E $\frac{1}{2}$ SW $\frac{1}{4}$ , Lot 3, Lot 4, Sec 7, T9N, R18E	159.60
X774C	E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ (10 acres); E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ (2.5 acres); and SE $\frac{1}{4}$ NE $\frac{1}{4}$ (40 acres); all in Sec 7, T9N, R18E	52.5
X1367A	E $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec 7, T9N, R18E	80.0
5072	W $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec 7, T9N, R18E (80 acres) Lot 7, Lot 8, Sec 13, T9N, R17E (43.95 acres) Lot 5, Lot 6, Sec 24, T9N, R17E (44.10 acres)	168.05
1220	SW $\frac{1}{4}$ , Sec 8, T9N, R18E	160.0
X1290-A	NE $\frac{1}{4}$ , Sec 8, T9N, R18E	160.0

<b>TRACT ID</b>	<b>LEGAL DESCRIPTION</b>	<b>ACRES</b>
3697A	SE¼, Sec 8, T9N, R18E	160.0

23. The DOI Title Status Reports for Tracts described in the Mortgage and held in trust for the benefit of David Hump are attached as Exhibit 5.<sup>3</sup>

24. The United States is the owner and holder of the May 29, 2008 Commitment Order, Promissory Note and Mortgage. Exhibits 1 and 4.

25. The Promissory Note provides that if Defendants fail to pay any installment of principal or interest, then the entire indebtedness may be declared immediately due and payable. Exhibit 1.

26. Borrowers are in default of the terms of the note because they failed to make timely payments of principal and interest when due.

27. Because of Borrowers' default, DOI accelerated the notes and declared all of the debt immediately due and payable. Exhibit 2.

28. All debt restructuring and associated rights have been exhausted. All attempts at mediation have failed.

29. No other action at law or proceeding in equity or otherwise has been commenced or is now pending for foreclosure or judgment upon the Promissory Note and Mortgage.

---

<sup>3</sup> The United States does not seek to foreclose all acres listed in the 2008 Mortgage. Tract 1882A was transferred by Mr. Hump to CRST on May 29, 2008. Only 80 acres in Allotment 5072 is owned in trust for the benefit of Mr. Hump.

30. The United States is entitled to judicially enforce its security interests and have all the collateral sold in the manner prescribed by law with the proceeds applied to the amounts due.

31. The United States is entitled to all proper costs incurred, or to be incurred from the time this Complaint is filed to the conclusion of this action.

32. The Note and Mortgage provide that the United States may expend money for the collection of the note or to preserve or protect any security for the loan.

33. The fair and reasonable value of the security is less than the debt, including all costs and advances, owed by the Borrowers. Sale of the mortgaged property interests is likely to result in a deficiency owed to the United States.

34. The mortgaged property interests constitute more than one distinct tract or parcel, so the sale in more than one parcel will be to the advantage of all parties having an interest therein.

35. Borrowers relinquished any homestead rights. Exhibit 4.

36. Borrowers may avail themselves of the right to redemption at any time prior to foreclosure by paying the entire amount due on the notes. Under federal law, no statutory right of redemption exists after foreclosure. *United States v. Victory Highway Vill., Inc.*, 662 F.2d 488, 498 (8th Cir. 1981). Thus, once the United States forecloses on the mortgage, any right to regain the property is extinguished. *Id.*

**REQUEST FOR RELIEF**

WHEREFORE, United States respectfully requests that the Court enter judgment in its favor as follows:

1. Judgment be entered against Borrowers in the amount of \$1,211,782.16, jointly and severally, together with any additional sums advanced, costs or expenses expended herein, and interest accruing thereon.

2. The security interest of the United States in the following described real estate listed in the Mortgage be foreclosed and that the Borrowers be adjudged to have no further right, title, or interest in said property.

<b>TRACT ID</b>	<b>LEGAL DESCRIPTION</b>	<b>ACRES</b>
X596A	SW1/4 Sec 4, T9N, R18E	160
X297-A	SE1/4 Sec 5, T9N, R18E	160
X1727A	S1/2NE1/4, Lot 1, Lot 2, Sec 5, T9N, R18E	160.22
1292	SE1/4, Sec 6, T9N, R18E	160
X1881	SW1/4NE1/4, Lot 2, Sec 6, T9N, R18E	80.12
X1881-A	SE1/4NE1/4 Lot 1, Sec 6, T9N, R18E	80.18
X774A	E1/2 E1/2 SW1/4 NE1/4 (10 acres); E1/2 E1/2 W1/2 E1/2 SW1/4 NE1/4 (2.5 acres); and SE1/4 NE1/4 (40 acres); all in Sec 7, T9N, R18E	52.5
X1367A	E1/2 SE1/4, Sec 7, T9N, R18E	80
5072	W1/2 SE1/4 Sec 7, T9N, R18E	80
1220	SW1/4 Sec 8, T9N, R18E	160
X1290-A	NE1/4 Sec 8, T9N, R18E	160
3697A	SE1/4 Sec 8, T9N, R18E	160

3. A Decree of Foreclosure and Sale be entered directing the United States Marshal or his deputy to sell the described real estate in any commercially reasonable manner, or at its discretion, to contract with a real estate or brokerage firm or auctioneer in order to maximize the sale of the property, or in



any other manner provided by law, without the right of redemption, and to apply the proceeds as follows: (a) to the costs and expenses of sale; (b) to the payment of the costs and disbursements taxed in the action in which the sale is made; (c) to payment on the debt adjudged by the Court to be due; (d) to pay the surplus, if any, into court for the use of the person entitled thereto, subject to the order of the Court.

4. The Borrowers or those individuals in possession of Borrowers' property be directed to peacefully cooperate, assemble, and deliver to the United States Marshal the herein described property, and do no injury to or commit waste on the property.

5. The United States Marshal be directed to take possession of said property and, after advertising for sale according to law, to sell the property in the manner provided for by law, and to apply the proceeds to the costs and expenses of sale, Plaintiff's costs and expenses of this action, and the indebtedness due to Plaintiff.

6. The Court determine the lien priority and interests of the parties and order the Marshal to distribute the proceeds accordingly.

7. The Borrowers, together with each and every person or entity claiming under them or claiming any lien or encumbrance of any kind or character upon or against the collateral subsequent in time or in priority, or both, to the liens of the United States, be barred and foreclosed of and from all rights, title, or interest in and to said property.

8. The United States be awarded or otherwise reimbursed for the costs and disbursements of this action.

9. The Court determine the fair and reasonable value of the collateral and United States be allowed to bid the fair and reasonable value of the mortgaged interest less the sum of the balances due, as of the date of sale, on any prior liens or encumbrances upon the mortgaged property, including liens or charges for real property taxes and special assessments, but in no event be required to bid a sum in excess of the debt adjudged by the Court to be due, with costs and disbursements taxed in the action in which the sale is made, and costs and expenses of the sale.

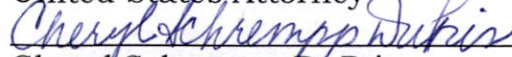
10. To the extent the net proceeds from the sale of the collateral are less than the amount of the debt owed to the United States, Plaintiff requests a deficiency judgment against the Borrowers and their business, Bear Coat Bison, jointly and severally, for any sums due which remain unsatisfied after the sale of the mortgaged property.

11. Any other relief the Court deems to be just and equitable.

Dated this 4th day of December, 2019.

RONALD A. PARSONS, JR.

United States Attorney

  
Cheryl Schrempp DuPris

Assistant United States Attorney

P.O. Box 7240

Pierre, SD 57501

(605) 945-4553

Fax: 605.223.8305

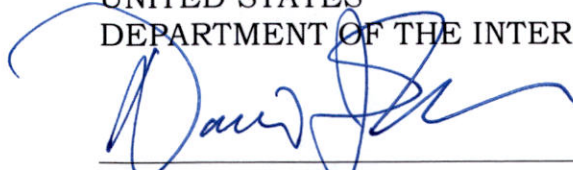
Cheryl.Dupris@usdoj.gov

**VERIFICATION**

I, David B. Johnson, hereby verify and declare under penalty of perjury that I am an employee of the Department of the Interior; that I have read the foregoing Complaint and know the contents thereof; that the matters contained in the Complaint are true and correct to my own knowledge, except that any matters herein stated to be alleged on information and belief and as to those matters I believe them to be true.

Executed on this the 25 day of November, 2019.

UNITED STATES  
DEPARTMENT OF THE INTERIOR



---

David B. Johnson  
Acting Chief, Division of Capital Investment  
Office of Indian Energy & Economic  
Development  
United States Department of the Interior  
1849 C Street, N.W., MS 4138 MIB  
Washington, D.C. 20240



JS 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Cheryl S. DuPris & Ellie Bailey, United States Attorney's Office  
P.O. Box 7240, 225 S. Pierre Street, Suite 337  
Pierre, SD 57501

**DEFENDANTS**

DAVID HUMP, KAREN HUMP, Individually and d/b/a Bear Coat Bison

County of Residence of First Listed Defendant Ziebach

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1345; 25 U.S.C. § 1481 et seq.

Brief description of cause:

Foreclosure of a loan and mortgage to real property held in trust for Defendant David Hump.

**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

1,211,782.16

CHECK YES only if demanded in complaint:

JURY DEMAND:

☐ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

12-4-2019

SIGNATURE OF ATTORNEY OF RECORD

Cheryl Schremp DuPris

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Form 5-4743  
January 1972

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
Division of Credit and Financing

PROMISSORY NOTE FOR A LOAN FROM AN INDIAN ORGANIZATION

Agreement Number: [REDACTED]  
on assigned loans: [REDACTED]

**\$1,000,000.00** (principal)

Date: May 29, 2008

For value received the undersigned promises to pay to the order of the Bureau of Indian Affairs, Cheyenne River Agency at P O Box 590, Eagle Butte, SD 57625 the sum of One Million and 00/100 dollars (\$1,000,000.00) with six percent (6%) interest accruing per annum on \$874,250.00 amortized over twenty-seven years, payable annually until paid in full according to the following repayment schedule (on or before):

September 1, 2008 (interest only)	\$52,455.00
September 1, 2009 (interest only)	\$52,455.00
September 1, 2010 (interest only)	\$52,455.00
September 1, 2011 (principal & interest)	\$66,161.00
To be paid annually until all twenty-four annual payments are made.	
September 1, 2034 (final payment of principal only)	\$175,954.01
September 1, 2034 (balloon payment w/no interest accrual)	\$125,750.00

A late charge will be assessed on any payments not made when due at the rate set by the United States Treasury, and shall apply to overdue payments for each 30-day period. This charge will accrue until payment is received, even though the rate will change quarterly.

Upon default in the payment of any installment of principal or interest, or in any of the terms of the undersigned's loan agreement, then the entire indebtedness, at the option of the holder, may be declared to be due and payable. In case this note is placed in the hands of an attorney for collection the undersigned agrees to pay a reasonable attorney's fee and all other costs and expenses incurred.

Presentment for payment and notice of nonpayment is hereby waived.

Borrower's Signature:

David J. Hump

Karen L. Hump

For the Bureau of Indian Affairs:

Agency Superintendent

HUMP EXHIBIT 1

# COMMITMENT ORDER David J. Hump and Karen L. Hump

The securing documents offered or required for the loan shall be executed and delivered to the Bureau of Indian Affairs. The applicant in writing shall accept any conditions listed below unconditionally. The application exhibits and this commitment order shall constitute the loan agreement.

1. The debtors shall pay BIA \$1,000,000.00, as follows: The first three annual payments shall be interest only, by paying interest at six percent (6%) per annum on \$874,250. The first annual interest only payment of \$52,455 shall be due on September 1, 2008. \$15,000 of the first payment will be paid through the trustee, and the balance of \$37,455 will be paid directly to BIA. All other payments will be paid directly to BIA. The second annual interest only payment of \$52,455 shall be due on September 1, 2009; and the third annual interest only payment of \$52,455 will be due on September 1, 2010. The principal amount of \$874,250 shall be amortized over twenty-seven years with interest accrued at six percent (6%) per annum, with annual payments of \$66,161. The debtors shall pay BIA twenty-four (24) annual payments of \$66,161, as follows: The first amortized payment of principal and accrued interest in the sum of \$66,161 shall be due on September 1, 2011, with a like payment of \$66,161 due on September 1<sup>st</sup> of each year thereafter until all twenty-four annual payments of \$66,161 have been paid on or before September 1, 2034. After the twenty-four payments of \$66,161 have been paid, there will be principal in the amount of \$175,954.01 remaining to be paid unless the debtors have previously made extra payments. The remaining principal balance of \$175,954.01 will be paid on or before September 1, 2034. An additional balloon payment of \$125,750 shall be made on or before September 1, 2034, without interest accrued on such amount.
2. Collateral will consist of a 1<sup>st</sup> lien on all bison, machinery, and equipment, now owned and hereafter acquired. Also, a 1<sup>st</sup> lien Real Estate mortgage on approximately 1922 acres will be required. Debtors and creditor understand that not all 1922 acres of real estate is currently available for mortgaging. Subsequent mortgages will be filed when additional acreage becomes available.
3. Debtors agree to provide annual operating expense records, annual IRS income tax returns, and an annual balance sheet to the BIA.
4. Debtors agree to cooperate and comply with all BIA administrative loan servicing requirements and the terms of all promissory notes and security agreements, including, but not limited to inspections of security, reporting of sales and death losses within 30 days after they occur.
5. The debtor hereby waives any and all defenses, offsets, counterclaims, and causes of action of any kind that the debtor has or may have as of the date of this financing against the United States of America, the BIA, any predecessor owner of the Loan Documents, and their respective officers, employees, agents, and representatives, relating in any material way to:
  - a. the validity, terms or conditions of the Loan Documents;
  - b. the claim for loss satisfaction of the Loan;
  - c. the negotiation or documentation of any proposed settlement, workout, or modification relating to the Loan, including this financing; and
  - d. the operation of any project or business for which the Loan was made.

Approved by: \_\_\_\_\_

BIA Agency Superintendent

Date: \_\_\_\_\_

5/29/08

Accepted by: \_\_\_\_\_

David J. Hump

Karen L. Hump





## United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, DC 20240

October 30, 2018

David and Karen Hump  
[REDACTED]  
[REDACTED]

Re: David J. Hump and Karen L. Hump  
Loan Guarantee # [REDACTED]  
Balance due \$ 1,211,782.16 as of October 30, 2018

Dear Mr. and Mrs. Hump:

**\*\*\*IMPORTANT\*\*\***

**FOR A DESCRIPTION OF YOUR RIGHTS SEE THE ENCLOSED NOTICE OF RIGHTS**

The purpose of this letter is to demand payment for Loan Guarantee # [REDACTED]. On or about May 29, 2008, you signed a promissory Note for a loan from an Indian Organization. The Promissory Note provides for acceleration of the entire indebtedness on the event of default. The balance is now due.

Demand is made upon you for full payment of the following amount:

Principal	\$ 874,250.00	
Interest	\$ 337,532.16	as of October 30, 2018
<u>Late fees</u>	<u>\$ 00.00</u>	

Total due \$ 1,211,782.16 as of October 30, 2018  
Interest is no longer accruing

Payment may be made by cashier's check made payable to the Bureau of Indian Affairs and sent to the following address:

Bureau of Indian Affairs  
Attn: Loan Accounting Section  
1001 Indian School Road, Suite 350  
Albuquerque, New Mexico 87104  
Reference Loan# [REDACTED]

Payment may also be made electronically at [REDACTED]. Please include your loan number to ensure proper credit.

If you are remitting payment via mail or through our Web Portal, please call or email me with the tracking number from the delivery company or a copy of the pay.gov confirmation.

To dispute the validity of this debt or any portion thereof, you must notify this office in writing within **30 days** after receiving this notice. Please include any documents to support your dispute. Upon request, this office will provide you with a copy of the loan documents.

If you do not dispute this debt or remit payment for the total amount due of \$ 1,211,782.16 within 30 days of receipt of this notice, collection activity will continue.

If you have any questions or want to make payment arrangements, please call or email me at the information provided below.

Sincerely,



Sherrie A. Miller, Collections Coordinator  
Division of Capital Investment  
Office of Indian Energy & Economic Development

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

This is an attempt to collect a debt. Any information obtained will be used for that purpose.



## **"NOTICE OF RIGHTS"**

**1. Enforced Collections.** You are notified that we may refer your debt to the Department of Justice for enforced collections. You have the following rights:

- You may inspect and copy DOI records related to the debt.
- You may request a review of the DOI's determination that you owe a debt, or request a waiver of the debt if waiver is provided for by law.
- You may be entitled to an oral hearing if required by statute or if the DOI decides that the question of the validity of your debt cannot be resolved by review of the documentary evidence.
- You may enter into a written agreement with DOI to pay the debt over time. You must contact Sherrie Miller, Collections Coordinator, at [REDACTED] to make arrangements under this paragraph within thirty (30) days from the date of this letter.

**2. Administrative Offset.** You are notified that we may refer your debt to the Department of Treasury. If you receive a payment that may be legally offset, we intend to collect your debt by administrative offset. You have the following rights:

- You may inspect and copy DOI records related to the debt.
- You may request a review of the DOI's determination that you owe a debt, or request a waiver of the debt if waiver is provided for by law.
- You may be entitled to an oral hearing if required by statute or if the DOI decides that the question of the validity of your debt cannot be resolved by review of the documentary evidence.
- You may enter into a written agreement with the DOI to pay the debt over time. You must contact Sherrie Miller, Collections Coordinator, at [REDACTED] to make arrangements under this paragraph within thirty (30) days from the date of this letter.

**NOTE:** You will be separately notified of the rights available to you if we intent to offset the following types of Federal payments: salary, retirement, income tax refund and certain benefits.

**3. Credit Bureau Reporting.** You are notified that we may report your debt to national credit bureaus. The information to be disclosed to commercial/consumer reporting agencies will include your name, address, and tax payer identification number; the amount, status, and history of your debt, and the name of the agency or program under which the debt arose.

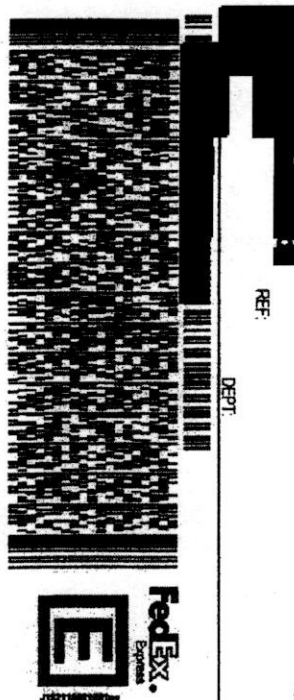
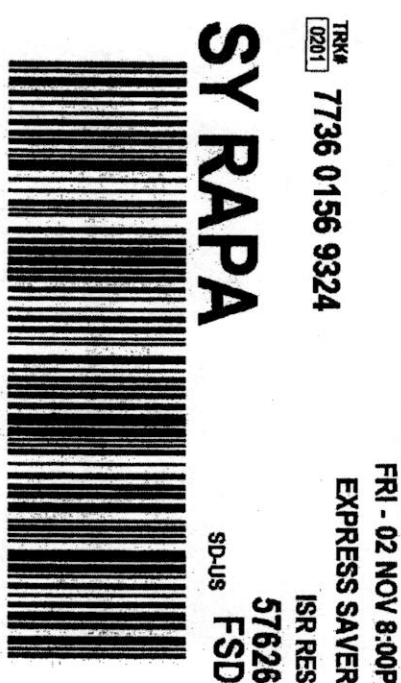
You have the following rights with respect to debts to be reported to commercial/consumer reporting agencies:

- You may conduct a complete examination of your debt.

- You may dispute information in the records of the DOI about your debt.
- You may request administrative repeal or review of the debt, unless all administrative appeals have been exhausted.
- You may be entitled to an oral hearing if required by statute or if the DOI determines that the question of validity of your debt cannot be resolved by review of the documentary evidence.

You must contact Sherrie Miller, Collections Coordinator, at [REDACTED] within sixty (60) days from the date of this letter to make arrangements under this paragraph.

NOTE: These rights do not apply to debts already reported to commercial/consumer reporting agencies.



ORIGIN: D-ALKA (202) 208-3658  
 SHERRE MILLER  
 2017 E STREET NW  
 ROOM 630  
 WASHINGTON, DC 20240  
 UNITED STATES US

SHIP DATE: 30OCT18  
 ACT WGT: 10.1 LB  
 CHG: 1089/0235MINET4040  
 BILL SENDER

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



## United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, DC 20240

October 30, 2018

David and Karen Hump  
[REDACTED]  
[REDACTED]

Re: David J. Hump and Karen L. Hump  
Loan Guarantee # [REDACTED]  
Balance due \$ 1,211,782.16 as of October 30, 2018

Dear Mr. and Mrs. Hump:

**\*\*\*IMPORTANT\*\*\***

**FOR A DESCRIPTION OF YOUR RIGHTS SEE THE ENCLOSED NOTICE OF RIGHTS**

The purpose of this letter is to demand payment for Loan Guarantee # [REDACTED]. On or about May 29, 2008, you signed a promissory Note for a loan from an Indian Organization. The Promissory Note provides for acceleration of the entire indebtedness on the event of default. The balance is now due.

Demand is made upon you for full payment of the following amount:

Principal	\$ 874,250.00	
Interest	\$ 337,532.16	as of October 30, 2018
Late fees	\$ 00.00	

Total due \$ 1,211,782.16 as of October 30, 2018  
Interest is no longer accruing

Payment may be made by cashier's check made payable to the Bureau of Indian Affairs and sent to the following address:

Bureau of Indian Affairs  
Attn: Loan Accounting Section  
1001 Indian School Road, Suite 350  
Albuquerque, New Mexico 87104  
Reference Loan# [REDACTED]



Payment may also be made electronically at [REDACTED]. Please include your loan number to ensure proper credit.

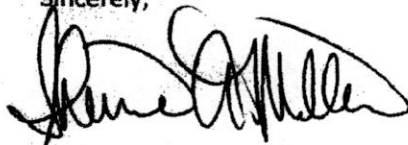
If you are remitting payment via mail or through our Web Portal, please call or email me with the tracking number from the delivery company or a copy of the pay.gov confirmation.

To dispute the validity of this debt or any portion thereof, you must notify this office in writing within **30 days** after receiving this notice. Please include any documents to support your dispute. Upon request, this office will provide you with a copy of the loan documents.

If you do not dispute this debt or remit payment for the total amount due of \$ 1,211,782.16 within 30 days of receipt of this notice, collection activity will continue.

If you have any questions or want to make payment arrangements, please call or email me at the information provided below.

Sincerely,



Sherrie A. Miller, Collections Coordinator  
Division of Capital Investment  
Office of Indian Energy & Economic Development

[REDACTED]  
[REDACTED]  
[REDACTED]

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

### **"NOTICE OF RIGHTS"**

1. **Enforced Collections.** You are notified that we may refer your debt to the Department of Justice for enforced collections. You have the following rights:

- You may inspect and copy DOI records related to the debt.
- You may request a review of the DOI's determination that you owe a debt, or request a waiver of the debt if waiver is provided for by law.
- You may be entitled to an oral hearing if required by statute or if the DOI decides that the question of the validity of your debt cannot be resolved by review of the documentary evidence.
- You may enter into a written agreement with DOI to pay the debt over time. You must contact Sherrie Miller, Collections Coordinator, at [REDACTED] to make arrangements under this paragraph within thirty (30) days from the date of this letter.

2. **Administrative Offset.** You are notified that we may refer your debt to the Department of Treasury. If you receive a payment that may be legally offset, we intend to collect your debt by administrative offset. You have the following rights:

- You may inspect and copy DOI records related to the debt.
- You may request a review of the DOI's determination that you owe a debt, or request a waiver of the debt if waiver is provided for by law.
- You may be entitled to an oral hearing if required by statute or if the DOI decides that the question of the validity of your debt cannot be resolved by review of the documentary evidence.
- You may enter into a written agreement with the DOI to pay the debt over time. You must contact Sherrie Miller, Collections Coordinator, at [REDACTED] to make arrangements under this paragraph within thirty (30) days from the date of this letter.

NOTE: You will be separately notified of the rights available to you if we intent to offset the following types of Federal payments: salary, retirement, income tax refund and certain benefits.

3. **Credit Bureau Reporting.** You are notified that we may report your debt to national credit bureaus. The information to be disclosed to commercial/consumer reporting agencies will include your name, address, and tax payer identification number; the amount, status, and history of your debt, and the name of the agency or program under which the debt arose.

You have the following rights with respect to debts to be reported to commercial/consumer reporting agencies:

- You may conduct a complete examination of your debt.

- You may dispute information in the records of the DOI about your debt.
- You may request administrative repeal or review of the debt, unless all administrative appeals have been exhausted.
- You may be entitled to an oral hearing if required by statute or if the DOI determines that the question of validity of your debt cannot be resolved by review of the documentary evidence.

You must contact Sherrie Miller, Collections Coordinator, at [REDACTED] within sixty (60) days from the date of this letter to make arrangements under this paragraph.

NOTE: These rights do not apply to debts already reported to commercial/consumer reporting agencies.

<b>SY RAPA</b>  SD-US FSD		TRK# 7736 0156 9324 0201 FRI - 02 NOV 8:00P EXPRESS SAVER ISR RES 57626	ORIGIN ID: ALKA (202) 208-3858 SHERIE MILLER DOJ LEAD /DCI 1844 C STREET NW ROOM 4138 WASHINGTON, DC 20240 UNITED STATES US	SHIP DATE: 30OCT18 ACTWGRT: 1.00 LB CAC: 108878239NE14040 BILL SENDER
<b>TO DAVID &amp; KAREN HUMP</b>  (005) 338-4430 NV REF: DEPT:		 552J138E70CA5		

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



United States Department of Justice  
Nationwide Central Intake Facility (NCIF)  
2 Constitution Square  
145 N. Street, NE 6W.316  
Washington, DC 20530



February 26, 2019

David Hump  
[REDACTED]

Re: Case Name US VS Hump  
Account Number: [REDACTED]  
Total Amount Due: \$1,211,782.16  
Payment Due Date: Immediately

*This is a demand for payment of the above-referenced debt. If you are currently represented by an attorney, please advise this office so that future correspondence may be directed to your attorney.*

Dear David Hump:

The DEPARTMENT OF INTERIOR has referred your debt in the above referenced amount to the USAO/SD District to initiate a federal court legal action against you and may obtain a civil judgment in the United States District Court for the collection of this debt. In the event an action is filed, that office will seek additional costs and fees which will be added to your debt.

To avoid legal action against you and further increases to the amount you owe, you should pay this debt in full, immediately upon receipt of this letter, or contact the USAO/SD District at [REDACTED] to discuss this debt. If you or your attorney does not contact this office the following may occur:

- The federal court can enter a judgment ordering you to pay. Judgments do not expire and may appear on your credit report.
- A lien may be placed on any property you own, which means you cannot sell or transfer your property until the debt has been paid in full.
- Enforcement of the judgment may include attachment or execution of your non-exempt personal property, offset of your federal tax refund, and garnishment of your wages.

Act now and prevent the above actions from happening to you.

How do you pay your debt?

- Pay Online: Visit [REDACTED]
- Pay by Mail: Send a check or money order payable to the U.S. Department of Justice in the enclosed, self-addressed envelope and include your name and the above referenced account number on the face of your check. To pay by credit card, use the form on the back of this letter.

Sincerely,  
United States Department of Justice  
Debt Collection Management  
Nationwide Central Intake Facility





# United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, DC 20240

## CERTIFICATE OF INDEBTEDNESS

Debtor Name and  
Address:

David and Karen Hump  
[REDACTED]

Total debt due United States as of Date: 11/20/2019

Principal: \$ 847,250.00

Interest (through Date \*): \$ 337,532.16 through 3/25/2015

Total: \$ 1,211,782.16

\*As per the Promissory Note executed on Date

I certify that the Department of the Interior, Office of Indian Energy and Economic Development (OIEED), Division of Capital Investment (DCI), and the Bureau of Indian Affairs (BIA) Loan Accounting Section (LAS) record shows that the debtors named above are indebted to the United States in the amount stated above.

The claim arose from a defaulted Guaranteed Loan pursuant to 25 CFR Part 103.

**CERTIFICATION:** Pursuant to 25 USC § 1746(2), I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief based upon information provided by the Department of the Interior, Office of Indian Energy and Economic Development (OIEED), Division of Capital Investment (DCI), and the Bureau of Indian Affairs (BIA) Loan Accounting Section (LAS).

Date:

November 20, 2019

Sherrie A. Miller  
Collections Coordinator  
Division of Capital Investment  
Office of Indian Energy and Economic Development  
U. S. Department of the Interior



(Page 1 of 5)

## CERTIFICATE OF APPROVAL

David J. and Karen L. Hump &amp; Bureau of Indian Affairs - Cheyenne River Agency

Pursuant to the Act of March 29, 1956, CFR 25 152.34 (70 Stat. 62, 63: U.S. C. 483a) and authority delegated to the Area Director by 10 BIAM, the foregoing mortgage is hereby approved. Approval of this Mortgage shall not be construed to be an agreement of assurance that the lands covered by the mortgage will remain in trust or restricted status during the period of this mortgage agreement. Should foreclosure be necessary, the mortgagee shall give written notice to the Bureau of Indian Affairs Agency Office prior to initiation of such proceedings.

5/29/08  
Date

[Signature]  
Agency Superintendent

Pursuant to authority delegated to the Assistant Secretary-Indian Affairs by 209 DM 8, 230 DM 1, to the Great Plains Regional Director by 3 IAM 4 (Release No. 00-03), and to Superintendents by Great Plains Regional Addendum 3 IAM 4 (Release No. 0113).

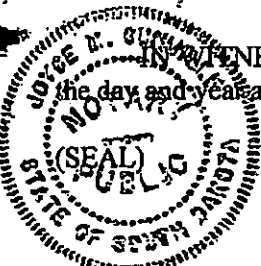
## ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)

COUNTY OF DEWEY )

On this 29<sup>th</sup> day of May 2008, appeared before me William Arthur Hacker, Jr. known to me to be Agency Superintendent, United States Department of the Interior, Bureau of Indian Affairs, and the person who executed the foregoing instrument, and s/he executed the same as the free act and deed of the United States of America, as trustee, for the uses and purposes therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Eagle Butte, S.D., the day and year aforesaid.



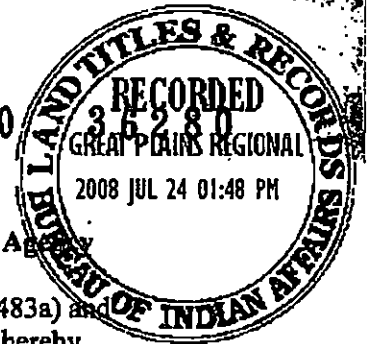
My Commission Expires:

05/04/2013

(05-31-2000), State PN 870

[Signature]  
Notary Public

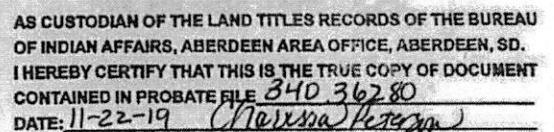
340



RECORDED-BIA  
LAND TITLES &  
RECORDS OFFICE  
GREAT PLAINS  
REGIONAL OFFICE  
2008 JUL 22 A 11:53

David J. Lee, Jr., 1000 N. 10th St., Suite 100, Phoenix, Arizona 85004

1. **NAME** \_\_\_\_\_  
 2. **ADDRESS** \_\_\_\_\_  
 3. **CITY** \_\_\_\_\_  
 4. **STATE** \_\_\_\_\_  
 5. **ZIP** \_\_\_\_\_  
 6. **PHONE** \_\_\_\_\_  
 7. **DATE** \_\_\_\_\_  
 8. **SIGNATURE** \_\_\_\_\_  
 9. **PRINT NAME** \_\_\_\_\_  
 10. **PRINT ADDRESS** \_\_\_\_\_  
 11. **PRINT CITY** \_\_\_\_\_  
 12. **PRINT STATE** \_\_\_\_\_  
 13. **PRINT ZIP** \_\_\_\_\_  
 14. **PRINT PHONE** \_\_\_\_\_  
 15. **PRINT DATE** \_\_\_\_\_  
 16. **PRINT SIGNATURE** \_\_\_\_\_  
 17. **PRINT NAME** \_\_\_\_\_  
 18. **PRINT ADDRESS** \_\_\_\_\_  
 19. **PRINT CITY** \_\_\_\_\_  
 20. **PRINT STATE** \_\_\_\_\_  
 21. **PRINT ZIP** \_\_\_\_\_  
 22. **PRINT PHONE** \_\_\_\_\_  
 23. **PRINT DATE** \_\_\_\_\_  
 24. **PRINT SIGNATURE** \_\_\_\_\_  
 25. **PRINT NAME** \_\_\_\_\_  
 26. **PRINT ADDRESS** \_\_\_\_\_  
 27. **PRINT CITY** \_\_\_\_\_  
 28. **PRINT STATE** \_\_\_\_\_  
 29. **PRINT ZIP** \_\_\_\_\_  
 30. **PRINT PHONE** \_\_\_\_\_  
 31. **PRINT DATE** \_\_\_\_\_  
 32. **PRINT SIGNATURE** \_\_\_\_\_  
 33. **PRINT NAME** \_\_\_\_\_  
 34. **PRINT ADDRESS** \_\_\_\_\_  
 35. **PRINT CITY** \_\_\_\_\_  
 36. **PRINT STATE** \_\_\_\_\_  
 37. **PRINT ZIP** \_\_\_\_\_  
 38. **PRINT PHONE** \_\_\_\_\_  
 39. **PRINT DATE** \_\_\_\_\_  
 40. **PRINT SIGNATURE** \_\_\_\_\_  
 41. **PRINT NAME** \_\_\_\_\_  
 42. **PRINT ADDRESS** \_\_\_\_\_  
 43. **PRINT CITY** \_\_\_\_\_  
 44. **PRINT STATE** \_\_\_\_\_  
 45. **PRINT ZIP** \_\_\_\_\_  
 46. **PRINT PHONE** \_\_\_\_\_  
 47. **PRINT DATE** \_\_\_\_\_  
 48. **PRINT SIGNATURE** \_\_\_\_\_  
 49. **PRINT NAME** \_\_\_\_\_  
 50. **PRINT ADDRESS** \_\_\_\_\_  
 51. **PRINT CITY** \_\_\_\_\_  
 52. **PRINT STATE** \_\_\_\_\_  
 53. **PRINT ZIP** \_\_\_\_\_  
 54. **PRINT PHONE** \_\_\_\_\_  
 55. **PRINT DATE** \_\_\_\_\_  
 56. **PRINT SIGNATURE** \_\_\_\_\_  
 57. **PRINT NAME** \_\_\_\_\_  
 58. **PRINT ADDRESS** \_\_\_\_\_  
 59. **PRINT CITY** \_\_\_\_\_  
 60. **PRINT STATE** \_\_\_\_\_  
 61. **PRINT ZIP** \_\_\_\_\_  
 62. **PRINT PHONE** \_\_\_\_\_  
 63. **PRINT DATE** \_\_\_\_\_  
 64. **PRINT SIGNATURE** \_\_\_\_\_  
 65. **PRINT NAME** \_\_\_\_\_  
 66. **PRINT ADDRESS** \_\_\_\_\_  
 67. **PRINT CITY** \_\_\_\_\_  
 68. **PRINT STATE** \_\_\_\_\_  
 69. **PRINT ZIP** \_\_\_\_\_  
 70. **PRINT PHONE** \_\_\_\_\_  
 71. **PRINT DATE** \_\_\_\_\_  
 72. **PRINT SIGNATURE** \_\_\_\_\_  
 73. **PRINT NAME** \_\_\_\_\_  
 74. **PRINT ADDRESS** \_\_\_\_\_  
 75. **PRINT CITY** \_\_\_\_\_  
 76. **PRINT STATE** \_\_\_\_\_  
 77. **PRINT ZIP** \_\_\_\_\_  
 78. **PRINT PHONE** \_\_\_\_\_  
 79. **PRINT DATE** \_\_\_\_\_  
 80. **PRINT SIGNATURE** \_\_\_\_\_  
 81. **PRINT NAME** \_\_\_\_\_  
 82. **PRINT ADDRESS** \_\_\_\_\_  
 83. **PRINT CITY** \_\_\_\_\_  
 84. **PRINT STATE** \_\_\_\_\_  
 85. **PRINT ZIP** \_\_\_\_\_  
 86. **PRINT PHONE** \_\_\_\_\_  
 87. **PRINT DATE** \_\_\_\_\_  
 88. **PRINT SIGNATURE** \_\_\_\_\_  
 89. **PRINT NAME** \_\_\_\_\_  
 90. **PRINT ADDRESS** \_\_\_\_\_  
 91. **PRINT CITY** \_\_\_\_\_  
 92. **PRINT STATE** \_\_\_\_\_  
 93. **PRINT ZIP** \_\_\_\_\_  
 94. **PRINT PHONE** \_\_\_\_\_  
 95. **PRINT DATE** \_\_\_\_\_  
 96. **PRINT SIGNATURE** \_\_\_\_\_  
 97. **PRINT NAME** \_\_\_\_\_  
 98. **PRINT ADDRESS** \_\_\_\_\_  
 99. **PRINT CITY** \_\_\_\_\_  
 100. **PRINT STATE** \_\_\_\_\_  
 101. **PRINT ZIP** \_\_\_\_\_  
 102. **PRINT PHONE** \_\_\_\_\_  
 103. **PRINT DATE** \_\_\_\_\_  
 104. **PRINT SIGNATURE** \_\_\_\_\_  
 105. **PRINT NAME** \_\_\_\_\_  
 106. **PRINT ADDRESS** \_\_\_\_\_  
 107. **PRINT CITY** \_\_\_\_\_  
 108. **PRINT STATE** \_\_\_\_\_  
 109. **PRINT ZIP** \_\_\_\_\_  
 110. **PRINT PHONE** \_\_\_\_\_  
 111. **PRINT DATE** \_\_\_\_\_  
 112. **PRINT SIGNATURE** \_\_\_\_\_  
 113. **PRINT NAME** \_\_\_\_\_  
 114. **PRINT ADDRESS** \_\_\_\_\_  
 115. **PRINT CITY** \_\_\_\_\_  
 116. **PRINT STATE** \_\_\_\_\_  
 117. **PRINT ZIP** \_\_\_\_\_  
 118. **PRINT PHONE** \_\_\_\_\_  
 119. **PRINT DATE** \_\_\_\_\_  
 120. **PRINT SIGNATURE** \_\_\_\_\_  
 121. **PRINT NAME** \_\_\_\_\_  
 122. **PRINT ADDRESS** \_\_\_\_\_  
 123. **PRINT CITY** \_\_\_\_\_  
 124. **PRINT STATE** \_\_\_\_\_  
 125. **PRINT ZIP** \_\_\_\_\_  
 126. **PRINT PHONE** \_\_\_\_\_  
 127. **PRINT DATE** \_\_\_\_\_  
 128. **PRINT SIGNATURE** \_\_\_\_\_  
 129. **PRINT NAME** \_\_\_\_\_  
 130. **PRINT ADDRESS** \_\_\_\_\_  
 131. **PRINT CITY** \_\_\_\_\_  
 132. **PRINT STATE** \_\_\_\_\_  
 133. **PRINT ZIP** \_\_\_\_\_  
 134. **PRINT PHONE** \_\_\_\_\_  
 135. **PRINT DATE** \_\_\_\_\_  
 136. **PRINT SIGNATURE** \_\_\_\_\_  
 137. **PRINT NAME** \_\_\_\_\_  
 138. **PRINT ADDRESS** \_\_\_\_\_  
 139. **PRINT CITY** \_\_\_\_\_  
 140. **PRINT STATE** \_\_\_\_\_  
 141. **PRINT ZIP** \_\_\_\_\_  
 142. **PRINT PHONE** \_\_\_\_\_  
 143. **PRINT DATE** \_\_\_\_\_  
 144. **PRINT SIGNATURE** \_\_\_\_\_  
 145. **PRINT NAME** \_\_\_\_\_  
 146. **PRINT ADDRESS** \_\_\_\_\_  
 147. **PRINT CITY** \_\_\_\_\_  
 148. **PRINT STATE** \_\_\_\_\_  
 149. **PRINT ZIP** \_\_\_\_\_  
 150. **PRINT PHONE** \_\_\_\_\_  
 151. **PRINT DATE** \_\_\_\_\_  
 152. **PRINT SIGNATURE** \_\_\_\_\_  
 153. **PRINT NAME** \_\_\_\_\_  
 154. **PRINT ADDRESS** \_\_\_\_\_  
 155. **PRINT CITY** \_\_\_\_\_  
 156. **PRINT STATE** \_\_\_\_\_  
 157. **PRINT ZIP** \_\_\_\_\_  
 158. **PRINT PHONE** \_\_\_\_\_  
 159. **PRINT DATE** \_\_\_\_\_  
 160. **PRINT SIGNATURE** \_\_\_\_\_  
 161. **PRINT NAME** \_\_\_\_\_  
 162. **PRINT ADDRESS** \_\_\_\_\_  
 163. **PRINT CITY** \_\_\_\_\_  
 164. **PRINT STATE** \_\_\_\_\_  
 165. **PRINT ZIP** \_\_\_\_\_  
 166. **PRINT PHONE** \_\_\_\_\_  
 167. **PRINT DATE** \_\_\_\_\_  
 168. **PRINT SIGNATURE** \_\_\_\_\_  
 169. **PRINT NAME** \_\_\_\_\_  
 170. **PRINT ADDRESS** \_\_\_\_\_  
 171. **PRINT CITY** \_\_\_\_\_  
 172. **PRINT STATE** \_\_\_\_\_  
 173. **PRINT ZIP** \_\_\_\_\_  
 174. **PRINT PHONE** \_\_\_\_\_  
 175. **PRINT DATE** \_\_\_\_\_  
 176. **PRINT SIGNATURE** \_\_\_\_\_  
 177. **PRINT NAME** \_\_\_\_\_  
 178. **PRINT ADDRESS** \_\_\_\_\_  
 179. **PRINT CITY** \_\_\_\_\_  
 180. **PRINT STATE** \_\_\_\_\_  
 181. **PRINT ZIP** \_\_\_\_\_  
 182. **PRINT PHONE** \_\_\_\_\_  
 183. **PRINT DATE** \_\_\_\_\_  
 184. **PRINT SIGNATURE** \_\_\_\_\_  
 185. **PRINT NAME** \_\_\_\_\_  
 186. **PRINT ADDRESS** \_\_\_\_\_  
 187. **PRINT CITY** \_\_\_\_\_  
 188. **PRINT STATE** \_\_\_\_\_  
 189. **PRINT ZIP** \_\_\_\_\_  
 190. **PRINT PHONE** \_\_\_\_\_  
 191. **PRINT DATE** \_\_\_\_\_  
 192. **PRINT SIGNATURE** \_\_\_\_\_  
 193. **PRINT NAME** \_\_\_\_\_  
 194. **PRINT ADDRESS** \_\_\_\_\_  
 195. **PRINT CITY** \_\_\_\_\_  
 196. **PRINT STATE** \_\_\_\_\_  
 197. **PRINT ZIP** \_\_\_\_\_  
 198. **PRINT PHONE** \_\_\_\_\_  
 199. **PRINT DATE** \_\_\_\_\_  
 200. **PRINT SIGNATURE** \_\_\_\_\_  
 201. **PRINT NAME** \_\_\_\_\_  
 202. **PRINT ADDRESS** \_\_\_\_\_  
 203. **PRINT CITY** \_\_\_\_\_  
 204. **PRINT STATE** \_\_\_\_\_  
 205. **PRINT ZIP** \_\_\_\_\_  
 206. **PRINT PHONE** \_\_\_\_\_  
 207. **PRINT DATE** \_\_\_\_\_  
 208. **PRINT SIGNATURE** \_\_\_\_\_  
 209. **PRINT NAME** \_\_\_\_\_  
 210. **PRINT ADDRESS** \_\_\_\_\_  
 211. **PRINT CITY** \_\_\_\_\_  
 212. **PRINT STATE** \_\_\_\_\_  
 213. **PRINT ZIP** \_\_\_\_\_  
 214. **PRINT PHONE** \_\_\_\_\_  
 215. **PRINT DATE** \_\_\_\_\_  
 216. **PRINT SIGNATURE** \_\_\_\_\_  
 217. **PRINT NAME** \_\_\_\_\_  
 218. **PRINT ADDRESS** \_\_\_\_\_  
 219. **PRINT CITY** \_\_\_\_\_  
 220. **PRINT STATE** \_\_\_\_\_



At night

340 36280

Prepared by:

Name: Rhea E. LeCompteTitle: CRST Credit Officer IAddress: [REDACTED]Ph. No: [REDACTED]Date: May 29, 2008

STATE OF SOUTH DAKOTA }  
COUNTY OF ZIEBACH } ss C-8535  
OFFICE OF REGISTER OF DEEDS

I hereby certify that the within instrument  
was filed in this office on the 16th day of  
July ..... A. D. 2008 at 1:45 o'clock  
P.M. and duly recorded in Book 30....  
of Mortgage on page 80-81  
G. D. K. Riffert Register of Deeds  
\$16.00.....

**MORTGAGE – Corporation – State Form**

THIS MORTGAGE, made this 29<sup>th</sup> day of May in the year 2008, by: David J. Hump and Karen L. Hump of Ziebach County and State of South Dakota, Mortgagee s, to Bureau of Indian Affairs of Eagle Butte P.O. Box 325, County of Dewey and State of South Dakota, Mortgagee :

WITNESSETH, that said Mortgagee s hereby mortgage to said Mortgagee the following  
described premises situated in the County of Ziebach and the State of South Dakota, to-wit:

Please see "Attachment A" of this mortgage document.

as security for the payment to said mortgagee at Bureau of Indian Affairs, Eagle Butte, SD of the  
principle sum of One Million and No/100-----Dollars and interest thereon at 6.0  
per cent per annum from the date, according to One certain promissory note bearing even date herewith, due  
September 1, 2034.

SAID MORTGAGOR s further agree to pay all taxes and assessments that may be levied upon  
said premises, before the same shall become delinquent (and to keep the buildings, if any, upon said  
premises safely insured for the benefit of said Mortgagee in the sum of-----Dollars against loss  
by fire and and deliver the insurance policies to said Mortgagee).

In case of the Mortgagee's failure to pay said taxes or assessments before the same become delinquent  
or to pay insurance premiums for insurance on said buildings, and Mortgagee or assignee may do so  
and the amounts so paid, with interest at per cent, from date of payment, shall be added to and  
deemed a part of the money secured by this mortgage. Said Mortgagee hereby relinquish their rights of  
homestead in said premises and warrant that they the owners in fee of said premises, and that the same  
are free from all encumbrances

In case of default in the payment of said principle sum of money or any part thereof, or interest thereon at the  
time or times above specified for payment thereof, or in case of non-payment of any taxes assessments or insurance  
as aforesaid, or of breach of any covenant or agreement herein contained, then and in either case, the whole,  
principal and interest, of said note and shall at the option of the holder thereof, immediately become due and  
payable, and this mortgage maybe foreclosed by action, or by advertisement as provided by statute or the rules of  
practice relating thereto, and this paragraph shall be deemed as authorizing and constituting a power of sale as  
mentioned in said statutes or rules, and any amendatory thereof.

David J. Hump  
Karen L. Hump



08838 046

UNITED STATES OF AMERICA  
COUNTY OF BERNARD  
OFFICE OF REGISTER OF DEEDS  
I hereby certify that the within instrument  
is a true and correct copy of the original  
as the same appears in the records of the  
Office of the Register of Deeds.  
WITNESS my hand and the seal of the  
Office of the Register of Deeds  
this 11th day of December, 2019.

RECEIVED  
12/11/2019  
11:22 AM  
REGISTER OF DEEDS  
COUNTY OF BERNARD  
STATE OF SOUTH CAROLINA

THE STATE OF SOUTH CAROLINA, County of Bernard, do hereby certify that the within instrument is a true and correct copy of the original as the same appears in the records of the Office of the Register of Deeds.

WITNESS my hand and the seal of the Office of the Register of Deeds this 11th day of December, 2019.



AS CUSTODIAN OF THE LAND TITLES RECORDS OF THE BUREAU  
OF INDIAN AFFAIRS, ABERDEEN AREA OFFICE, ABERDEEN, SD.  
I HEREBY CERTIFY THAT THIS IS THE TRUE COPY OF DOCUMENT  
CONTAINED IN PROBATE FILE 340 36280  
DATE: 11-22-19 Chansu Peterson  
RICHARD D. ZEPHIER MANAGER  
Acting AND TITLES AND RECORDS OFFICE

(Page 3 of 5)

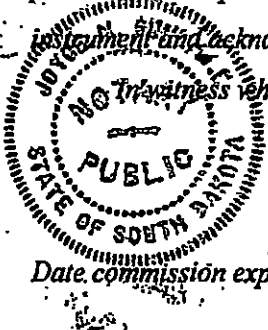
340 36280

STATE OF SOUTH DAKOTA,

County of Dewey )  
 )ss.

On this the 29<sup>th</sup> day of May, 20 08, before me,  
Joyce M. Gunville, the undersigned officer, personally  
 appeared David & Karen Hump

\_\_\_\_\_, known to me or satisfactorily  
 proven to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within  
 instrument and acknowledged that he executed the same for the purposes therein contained.  
 In witness whereof I hereunto set my hand and official seal.

Date commission expires 05/04/2013

Joyce M. Gunville  
Notary  
 Title of Officer

08282 645



AS CUSTODIAN OF THE LAND TITLES RECORDS OF THE BUREAU  
OF INDIAN AFFAIRS, ABERDEEN AREA OFFICE, ABERDEEN, SD.  
I HEREBY CERTIFY THAT THIS IS THE TRUE COPY OF DOCUMENT  
CONTAINED IN PROBATE FILE 340 36280  
DATE: 11-22-19 Charissa Peterson

RICHARD D. ZEPHIER MANAGER

*Richard D. Zephier*  
AND TITLES AND RECORDS OFFICE



(Page 4 of 5)

340 36280

**Dave Hump Mortgage  
ATTACHMENT A**

Surface Only Tracts (1/1 ownership)

<u>Tract</u>	<u>Description</u>	<u>Acres</u>
X596A	SW¼, Section 4, Township 9N, Range 18E	160.0
X297-A	SE¼, Section 5, Township 9N, Range 18E	160.0
X1727A	S½ NE¼, Lot 1, Lot 2, Section 5, Township 9N, Range 18E	160.22
1292	SE¼, Section 6, Township 9N, Range 18E	160.0
X1881	SW¼ NE¼, Lot 2, Section 6, Township 9N, Range 18E	80.12
X1881-A	SE¼ NE¼, Lot 1, Section 6, Township 9N, Range 18E	80.18
X1882A	E½ SW¼, Lot 3, Lot 4, Section 7, Township 9N, Range 18E	159.60
X774C	E½ E½ SW¼ NE¼ (10.0 acres); E½ E½ W½ E½ SW¼ NE¼ (2.5 acres); SE¼ NE¼ (40.0 acres), all in Section 7, Township 9N, Range 18E	52.5
X1367A	E½ SE¼, Section 7, Township 9N, Range 18E	80.0
5072	W½ SE¼, Section 7, Township 9N, Range 18E (80.0 acres); Lot 7, Lot 8, Section 13, Township 9N, Range 17E (43.95 acres); Lot 5, Lot 6, Section 24, Township 9N, Range 17E (44.10 acres)	168.05
1220	SW¼, Section 8, Township 9N, Range 18E	160.0
X1290-A	NE¼, Section 8, Township 9N, Range 18E	160.0

**TOTAL SURFACE ACREAGE****1580.67**Surface & Mineral Tracts (1/1 ownership)

<u>Tract</u>	<u>Description</u>	<u>Acres</u>
3697A	SE¼, Section 8, Township 9N, Range 18E	160.0

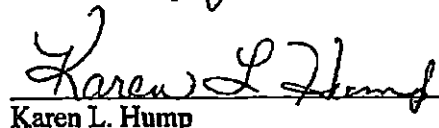
**TOTAL SURFACE & MINERAL ACREAGE****160.0****Grand Total Acreage for Attachment A****1740.67**

Mortgagor(s):

  
 David J. Hump

  
 Date

5-29-08

  
 Karen L. Hump

  
 Date

5/29/08

00242 0425

THE JOURNAL OF THE  
ROYAL ANTHROPOLOGICAL INSTITUTE

**Actas**

0.024

0001

12 054

1021

Si DA

8138

62

52

0.35

30.293

0.254

0.954

1934

22

153

0.30

7252



AS CUSTODIAN OF THE LAND TITLES RECORDS OF THE BUREAU  
OF INDIAN AFFAIRS, ABERDEEN AREA OFFICE, ABERDEEN, SD.  
I HEREBY CERTIFY THAT THIS IS THE TRUE COPY OF DOCUMENT  
CONTAINED IN PROBATE FILE 340 30280  
DATE: 11-22-19 Cherisse Peterson

• RICHARD D. ZEPHIER MANAGER  
*Acting* LAND TITLES AND RECORDS OFFICE


 HUMP EXHIBIT 4

# FORMAL ROUTING SLIP FOR LEGAL DOCUMENTS

DOC. TYPE: 15

LAND AREA: 340

DOCUMENT ID: 36280

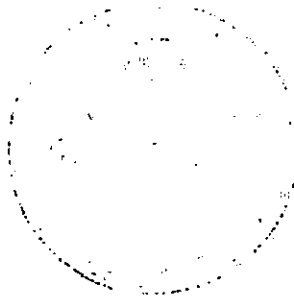
TAAMS ENCODED BY: DATE:

SCANNED BY: *gcp* DATE: JUL 23 2008

RECORDED BY: BHR DATE: 07/22/08

REVIEWED BY: DATE:

REMARKS: *NEW LEGAL DOC*



# FORMAL ROUTING SLIP FOR LEGAL DOCUMENTS

DOC TYPE	12
FILED AREA	100
DOCUMENT ID	36280
TRANS-ENCLOSURE BY	DATE
SCANNED BY	DATE
RECEIVED BY	DATE
REVIEWED BY	DATE

REMARKS: NEW LEGAL DOC



HUMP EXHIBIT 4

AS CUSTODIAN OF THE LAND TITLES RECORDS OF THE BUREAU OF INDIAN AFFAIRS, ABERDEEN AREA OFFICE, ABERDEEN, SD, I HEREBY CERTIFY THAT THIS IS THE TRUE COPY OF DOCUMENT CONTAINED IN PROBATE FILE 340 36280  
 DATE: 11-22-19 *Chandra Peterson*

*Acting*  
 RICHARD D. ZEPHIER MANAGER  
 LAND TITLES AND RECORDS OFFICE

United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/28/2019 01:48:35 PM

Requestor: MFALLIS Date/Time: 10/28/2019 13:48:47

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 297 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee: LITTLE CROW

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 X 297 -A is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 X 297 -A is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.



LTRO Manager

## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>	
340	CHEYENNE RIVER	X 297 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface	
<hr/>							
Land Legal Descriptions							
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
5	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	SE	160.000
MINERALS RESERVED							
TOTAL TRACT ACRES:							160.000

## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 297 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Effective Ownership as of 12/17/2005

OWNER					DOCUMENT			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340	U010661	Indian	Trust	All	Deed-TS	ACT 1934	34313	HUMP	1	1	
CHEYENN								DAVID	1		1 1.0000000000
E RIVER											
SIOUX -											
SD											

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1	1 1.0000000000
IN FEE:	0	.0000000000
TOTAL:	1	1 1.0000000000



## Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 297 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 X 297 -A is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Grazing Permit HUMP DAVID			11/01/2018	10/31/2023	160.000	11/27/2018	340 0003321823

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP
MISCELLANEOUS	FARMERS HOME ADMIN	PERPETUAL	25173---	RELEASE OF ASSIGNMENTS
MISCELLANEOUS	CHEYENNERIVER SIOUXTRIBE	PERPETUAL	25199---	RELEASE OF ASSIGNMENT OF INCOME PER DOC NO. 340-24212.



Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 297 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D

United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/28/2019 01:48:30 PM

Requestor: MFALLIS Date/Time: 10/28/2019 13:48:53

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 596 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee: DOG EAGLE NO. 2

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 X 596 A is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 X 596 A is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

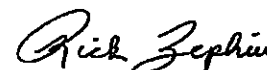
The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.



LTRO Manager

## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 596 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

<u>Land Legal Descriptions</u>							<u>Acres</u>
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	
4	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	SW	160.000
MINERALS RESERVED							
TOTAL TRACT ACRES:							160.000

## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 596 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Effective Ownership as of 10/25/2012

OWNER					DOCUMENT			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340 CHEYENN E RIVER SIOUX - SD	U010661 [REDACTED]	Indian	Trust	All	Deed-TS	ACT 1934	38188	HUMP DAVID	1 1	1	1 1.0000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1	1 1.0000000000
IN FEE:	0	.0000000000
TOTAL:	1	1 1.0000000000



## Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 596 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 X 596 A is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Grazing Permit HUMP DAVID	000000000000	000000000000	11/01/2018	10/31/2023	160.000	11/27/2018	340 0003321823

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APFD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP
MISCELLANEOUS	-----		---5555	TSR DOES NOT SHOW GRANTS OF USE THE TRIBE MAY MAKE WITHOUT DEPARTMENT APPROVAL.

## Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 596 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

No Contracts to list for Appendix D .

No Encumbrances to list for Appendix D

United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/25/2019 11:50:21 AM

Requestor: MFALLIS Date/Time: 10/25/2019 11:51:18

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 774 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee: THE EARTH

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 X 774 A is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 X 774 A is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

*Rick Zepher*

\_\_\_\_\_  
LTRO Manager

## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 774 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

<u>Land Legal Descriptions</u>							
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
7	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	SE NE	40.000
						E E W E SW NE	2.500
						E E SW NE	10.000
TOTAL TRACT ACRES:							52.500



## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 774 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Effective Ownership as of 10/25/2012

OWNER					DOCUMENT			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340	U010661	Indian	Trust	All	Deed-TS	ACT 1934	38188	HUMP	1	1	
CHEYENNE RIVER								DAVID	1		1 1.0000000000
SIOUX - SD											

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1	
	1	1.0000000000
IN FEE:	0	
	1	.0000000000
TOTAL:	1	
	1	1.0000000000

## Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 774 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 X 774 A is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Grazing Permit HUMP DAVID	██████████	██████████	11/01/2018	10/31/2023	52.500	11/27/2018	340 0003321823

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MORTGAGE	BIA	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP
MISCELLANEOUS	-----		---5555	TSR DOES NOT SHOW GRANTS OF USE THE TRIBE MAY MAKE WITHOUT DEPARTMENT APPROVAL.

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 774 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D

United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/25/2019 02:23:15 PM

Requestor: MFALLIS Date/Time: 10/25/2019 14:23:31

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	1220	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee: IDA BULL EAGLE

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 1220 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 1220 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.



LTRO Manager



## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	1220	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

<u>Land Legal Descriptions</u>							
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
8	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	SW	160.000
TOTAL TRACT ACRES:							160.000

## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	1220	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Effective Ownership as of 09/05/2007

OWNER					DOCUMENT			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340 CHEYENN E RIVER SIOUX - SD	U010661	Indian	Trust	All	Deed-TS	ACT 1934	35968	HUMP DAVID	1 1	1	1 1.0000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1	1 1.0000000000
IN FEE:	0	.0000000000
TOTAL:	1	1 1.0000000000

## Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	1220	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 1220 is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Grazing Permit HUMP DAVID			11/01/2018	10/31/2023	160.000	11/27/2018	340 0003321823

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	1220	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D



United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/28/2019 08:43:28 AM

Requestor: MFALLIS Date/Time: 10/28/2019 08:48:28

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1290 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee:

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 X 1290 -A is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 X 1290 -A is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.



LTRO Manager

## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1290 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

<u>Land Legal Descriptions</u>							
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
8	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	NE	160.000
TOTAL TRACT ACRES:							160.000

## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1290 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Effective Ownership as of 10/25/2012

----- OWNER -----					---- DOCUMENT ----			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340	U010661	Indian	Trust	All	Deed-TS	ACT 1934	38188	HUMP	1	1	
CHEYENNE RIVER								DAVID	1		1 1.0000000000
SIoux - SD											

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1	
	1	1.0000000000
IN FEE:	0	
	1	.0000000000
TOTAL:	1	
	1	1.0000000000

## Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1290 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 X 1290 -A is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Grazing Permit HUMP DAVID			11/01/2018	10/31/2023	160.000	11/27/2018	340 0003321823

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP
MISCELLANEOUS	-----		---5555	TSR DOES NOT SHOW GRANTS OF USE THE TRIBE MAY MAKE WITHOUT DEPARTMENT APPROVAL.

## Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1290 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D



United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/28/2019 08:43:23 AM

Requestor: MFALLIS Date/Time: 10/28/2019 08:48:22

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	1292	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee: THE EARTH

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 1292 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 1292 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.



LTRO Manager

Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	1292	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

<u>Land Legal Descriptions</u>						
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>
6	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	SE
TOTAL TRACT ACRES:						160.000

## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	1292	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Effective Ownership as of 12/17/2005

----- OWNER -----					----- DOCUMENT -----			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340 CHEYENNE RIVER SIOUX - SD	U010661	Indian	Trust	All	Deed-TS	ACT 1934	34312	HUMP DAVID	1 1	1	1 1.0000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1	1 1.0000000000
IN FEE:	0	1 .0000000000
TOTAL:	1	1 1.0000000000

## Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	1292	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 1292 is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Grazing Permit HUMP DAVID			11/01/2018	10/31/2023	160.000	11/27/2018	340 0003321823

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP
MISCELLANEOUS	CHEYENNERIVER SIOUXTRIBE	PERPETUAL	25199---	RELEASE OF ASSIGNMENT OF INCOME PER DOC NO. 340-24212.
RIGHTS OF WAY	TRI-COUNTY WTR ASSOC INC	PERPETUAL	25672---	WATERLINE R/W APPD 04/12/84, ACT OF 2/05/48 (62 STAT 17).

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	1292	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D



United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/25/2019 03:20:02 PM

Requestor: MFALLIS Date/Time: 10/25/2019 15:20:14

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1367 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee:

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 X 1367 A is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 X 1367 A is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.



LTRO Manager

## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1367 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

Land Legal Descriptions							
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
7	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	E SE	80.000
TOTAL TRACT ACRES:							80.000

## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1367 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

## Effective Ownership as of 10/25/2012

OWNER					DOCUMENT			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340	U010661	Indian	Trust	All	Deed-TS	ACT 1934	38188	HUMP	1	1	
CHEYENNE RIVER SIOUX - SD								DAVID	1		1 1.0000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1	1 1.0000000000
IN FEE:	0	.0000000000
TOTAL:	1	1 1.0000000000

## Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1367 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 X 1367 A is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Grazing Permit HUMP DAVID			11/01/2018	10/31/2023	80.000	11/27/2018	340 0003321823

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1367 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D



United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/28/2019 09:20:06 AM

Requestor: MFALLIS Date/Time: 10/28/2019 09:21:15

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1727 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee: VICTORIA LITTLE CROW

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 X 1727 A is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 X 1727 A is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.



LTRO Manager

## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1727 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

<u>Land Legal Descriptions</u>							<u>Acres</u>
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	
5	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	LOT 02=	40.130
						LOT 01=	40.090
						S NE	80.000
MINERALS RESERVED							
TOTAL TRACT ACRES:							160.220

## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1727 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Effective Ownership as of 10/25/2012

----- OWNER -----					----- DOCUMENT -----			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340	U010661	Indian	Trust	All	Deed-TS	ACT 1934	38188	HUMP	1	1	
CHEYENNE RIVER SIOUX - SD								DAVID	1		1 1.0000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1	1 1.0000000000
IN FEE:	0	.0000000000
TOTAL:	1	1 1.0000000000

## Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1727 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 X 1727 A is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Grazing Permit HUMP DAVID			11/01/2018	10/31/2023	160.220	11/27/2018	340 0003321823

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP
MISCELLANEOUS	-----		---5555	TSR DOES NOT SHOW GRANTS OF USE THE TRIBE MAY MAKE WITHOUT DEPARTMENT APPROVAL.

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1727 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D



United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/28/2019 02:28:34 PM

Requestor: MFALLIS Date/Time: 10/28/2019 14:28:55

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1881	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee: STINGY

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 X 1881 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 X 1881 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

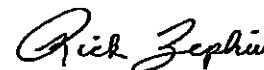
The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.



LTRO Manager

## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1881	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

Land Legal Descriptions

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
6	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	LOT 02=	40.120
						SW NE	40.000
						MINERALS RESERVED	
						TOTAL TRACT ACRES:	80.120

## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1881	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Effective Ownership as of 10/08/2004

OWNER					DOCUMENT			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340 CHEYENNE RIVER SIOUX - SD	U010661	Indian	Trust	All	Deed-TS	ACT 1934	31623---	HUMP DAVID J.	1 1	1	1 1.0000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1
	1 1.0000000000

IN FEE:	0
	1 .0000000000

TOTAL:	1
	1 1.0000000000

## Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1881	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 X 1881 is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Grazing Permit HUMP DAVID			11/01/2018	10/31/2023	80.120	11/27/2018	340 0003321823
Electric Line and Power MOREAU GRAND ELECTRIC COOP, INC.			03/20/1991	PERPETUAL	.010	10/08/2004	
Electric Line and Power MOREAU GRAND ELECTRIC COOP, INC.			09/19/2003	PERPETUAL	.010	10/08/2004	
Telephone/Telegraph CRST TELEPHONE AUTHORITY			07/16/2012	PERPETUAL	.700	08/08/2012	

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP
MISCELLANEOUS	FARMERS HOME ADMIN	PERPETUAL	25173---	RELEASE OF ASSIGNMENTS
MISCELLANEOUS	CHEYENNERIVER SIOUXTRIBE	PERPETUAL	25199---	RELEASE OF ASSIGNMENT OF INCOME PER DOC NO. 340-24212.
RIGHTS OF WAY	TRI-COUNTY WTR ASSOC INC	PERPETUAL	25672---	WATERLINE R/W APPD 04/12/84, ACT OF 2/05/48 (62 STAT 17).

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1881	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D

United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/28/2019 02:28:40 PM

Requestor: MFALLIS Date/Time: 10/28/2019 14:29:05

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1881 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee: STINGY

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 X 1881 -A is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 X 1881 -A is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.



\_\_\_\_\_  
LTRO Manager



## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1881 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

<u>Land Legal Descriptions</u>							
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
6	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	LOT 01=	40.180
						SE NE	40.000
MINERALS RESERVED							
TOTAL TRACT ACRES:							80.180

## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1881 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Effective Ownership as of 10/08/2004

OWNER				DOCUMENT				NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340 CHEYENN E RIVER SIOUX - SD	U010661	Indian	Trust	All	Deed-TS	ACT 1934	30004---	HUMP DAVID J.	1 1	1	1 1.0000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1 1 1.0000000000
IN FEE:	0 1 .0000000000
TOTAL:	1 1 1.0000000000

## Appendix "C"

Land Area	Land Area Name	Tract Number	LTRO	Region	Agency	Resources
340	CHEYENNE RIVER	X 1881 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 X 1881 -A is encumbered by the following:

Contract Type/Contractor Name	Contract	Contractor ID	Begin Date	Expiration Date	Acres	Recorded Date	Recorded Image#
Grazing Permit HUMP DAVID			11/01/2018	10/31/2023	80.180	11/27/2018	340 0003321823
Telephone/Telegraph CRST TELEPHONE AUTHORITY			07/02/1991	PERPETUAL	.010	10/08/2004	
Electric Line and Power MOREAU GRAND ELECTRIC COOP, INC.			09/19/2003	PERPETUAL	.010	10/08/2004	

Type of Encumbrance	Encumbrance Holder	Expiration	Document	Description and Explanation
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	X 1881 -A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D

United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/29/2019 01:23:28 PM

Requestor: MFALLIS Date/Time: 10/29/2019 13:23:39

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	3697 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee:

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 3697 A is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 3697 A is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

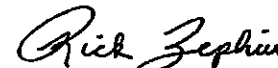
The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.



\_\_\_\_\_  
LTRO Manager

## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	3697 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

<u>Land Legal Descriptions</u>							<u>Acres</u>
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	
8	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	SE	160.000
TOTAL TRACT ACRES:							160.000



## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	3697 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

## Effective Ownership as of 10/25/2019

OWNER					DOCUMENT			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340 CHEYENNE RIVER SIOUX - SD	U010661 [REDACTED]	Indian	Trust	All	Deed-TS	ACT 1934	34179	HUMP DAVID	1 1	1	1 1.0000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1	1 1.0000000000
IN FEE:	0	
	1	.0000000000
TOTAL:	1	1 1.0000000000

## Appendix "C"

Land Area	Land Area Name	Tract Number	LTRO	Region	Agency	Resources
340	CHEYENNE RIVER	3697 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 3697 A is encumbered by the following:

Contract Type/Contractor Name	Contract	Contractor ID	Begin Date	Expiration Date	Acres	Recorded Date	Recorded Image#
Grazing Permit HUMP DAVID			11/01/2018	10/31/2023	160.000	11/27/2018	340 0003321823

Type of Encumbrance	Encumbrance Holder	Expiration	Document	Description and Explanation
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP
DITCHES & CANALS	U.S.	PERPETUAL	5456---	R/W for Ditches & Canals Act of 8-30-90 (26 Stat 391). Void. See 58 ID 319, 59 ID 461.
MISCELLANEOUS	-----		---5555	TSR DOES NOT SHOW GRANTS OF USE THE TRIBE MAY MAKE WITHOUT DEPARTMENT APPROVAL.

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	3697 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D

United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 10/25/2019 02:23:19 PM

Requestor: MFALLIS Date/Time: 10/25/2019 14:23:36

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	5072 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Original Allottee:

See Appendix A for Land Legal Descriptions

**Title Status**

Tract 340 5072 A is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 340 5072 A is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

*Rick Zepher*

\_\_\_\_\_  
LTRO Manager

## Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	5072 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

---

Land Legal Descriptions

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
7	009.00N	018.00E	SOUTH DAKOTA	ZIEBACH	Black Hills	W SE	80.000
TOTAL TRACT ACRES:							80.000

## Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	5072 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

## Effective Ownership as of 12/23/2009

----- OWNER -----					---- DOCUMENT ----			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
340 CHEYENN E RIVER SIOUX - SD	U010661	Indian	Trust	All	Deed-TS	ACT 1934	35968	HUMP DAVID	1 1	1	1 1.0000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1
	1 1.0000000000

IN FEE:	0
	1 .0000000000

TOTAL:	1
	1 1.0000000000

## Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	5072 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

Ownership of Tract 340 5072 A is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Grazing Permit HUMP DAVID			11/01/2018	10/31/2023	80.000	11/27/2018	340 0003321823

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MORTGAGE	HUMP DAVID	09/01/2034	36280	MTG APPD 05/29/08 SECURES NOTE DATED 05/29/08 FOR \$1,000,000.00 ENCUMBERING THE INTEREST OF DAVID J. AND KAREN L. HUMP



Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
340	CHEYENNE RIVER	5072 A	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CHEYENNE RIVER AGENCY	Surface

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D